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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

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14 JAMES FRANCIS HENRY,
15 Plaintiffs,
16 vs.
17 GC SERVICES, LP,
18 Defendant.

19 } **Case No. CV 11-05964-GHK(VBKx)**
20 } **[PROPOSED] ORDER RE:**
21 } **STIPULATION FOR AGREED**
22 } **PROTECTIVE ORDER**

23 Plaintiff, JAMES FRANCIS HENRY, and Defendant, GC SERVICES
24 LIMITED PARTNERSHIP (“the Parties”), having agreed to the entry of a
25 Protective Order pursuant to Rule 26(c) of the Federal Rules of Civil Procedure,

26 **IT IS HEREBY ORDERED:**

27 1. When used in this Order, the word “document” means all written,
28 recorded, or electronically stored material of any kind, and copies thereof (whether
identical or unidentical) including, but not limited to, interrogatory answers,
production responses, requests to admit and responses thereto, documents, as
defined in the Federal Rules of Civil Procedure or in the discovery requests in this
action, or physical items produced by any party or non-party in this action whether
pursuant to subpoena, court order, discovery requests, or by agreement, deposition
transcripts and exhibits, and any portions of any court papers which quote from or
summarize any of the foregoing.

1 2. The documents that are protected under this order that shall be
2 designated as confidential are as follows:

3 a. Plaintiff's Account Detail Listing; Collection Excellence Level
4 1: Collection Policies & Procedures; Collection Excellence Level 2:
5 Negotiating Account Resolution; Adhering to Federal and State Laws,
6 Facilitator's Guide; and 3rd Party Making Excellent Collection Calls.

7 b. In addition, a producing party may, as provided herein and
8 subject to the terms and conditions herein, designate as confidential
9 any documents (and information contained therein) that it produces by
10 marking such documents with the legend "CONFIDENTIAL" when
11 copies are produced to the receiving party. Alternatively, a party may
12 designate as confidential any document or category of documents by
13 providing notice to all parties in this action. Any prior production, or
14 any preliminary production of documents for inspection and
15 designation for copying by the receiving party shall not constitute a
16 waiver of confidentiality, however, even if those documents have not
17 been marked CONFIDENTIAL or designated as confidential in
18 writing. If documents were produced prior to this order either for
19 inspection and designation or for some other purpose have not been
20 marked CONFIDENTIAL before inspection, only counsel of record
21 and other people described in paragraphs 7(a) and 7(c) may inspect
22 those documents.

23 3. Any confidential information not reduced to documentary, tangible or
24 physical form or which cannot conveniently be designated in the manner set forth
25 in paragraph 2, including but not limited to data contained in any electronic form,
26 shall be designated CONFIDENTIAL by informing the receiving party in writing
27 that all of the information is confidential. If any party produces CONFIDENTIAL
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1 material stored electronically, including but not limited to production of magnetic
2 diskettes or downloaded or uploaded files transferred by any method including
3 electronic mail, then all of that information retains its CONFIDENTIAL nature
4 regardless of whether the information is manipulated or converted to any other
5 media including but not limited to the creation of print-outs or other hard copies
6 and conversations or manipulation of data for whatever purpose including but not
7 limited to conversation or manipulation for processing by any other computer
8 hardware or software.

9 4. Any part of deposition testimony in this case may be designated
10 CONFIDENTIAL by advising the reporter and all parties of such fact, or by
11 notifying the reporter and all parties in writing within thirty days of the receipt of
12 the transcript by the deponent or deponent's counsel. All deposition testimony in
13 this action is presumptively CONFIDENTIAL until thirty days after the deposition.
14 Deposition testimony marked CONFIDENTIAL shall be given to no one other
15 than people described in paragraph 7, the reporter, the deponent, and the
16 deponent's counsel present. Any CONFIDENTIAL testimony must be marked,
17 treated, used and/or disclosed only as provided in this Order.

18 5. Neither the designation by a party of any document, information or
19 deposition testimony as CONFIDENTIAL hereunder, nor its receipt by the other
20 party, shall constitute a concession that the document, information or deposition
21 testimony is confidential. A party may object to the designation of any document
22 or information as CONFIDENTIAL, by stating the grounds for the objection. The
23 parties shall try to resolve informally such disputes in good faith. If the dispute
24 cannot be resolved, the designating party may seek relief from this Court,
25 including an order that the documents should be treated as CONFIDENTIAL or
26 that specified provisions of this Order shall apply to the document or information.

27 6. Nothing in this Order shall prevent any party from objecting to
28

1 discovery that it believes is improper.

2 7. Documents designated as CONFIDENTIAL and all information
3 contained therein shall be kept confidential, shall be used solely for the prosecution
4 and defense of this case, and shall be disclosed only to:

- 5 a. Plaintiff and Defendant in this case, including officers,
6 directors, employees, and in-house attorneys of the Parties;
- 7 b. Counsel of record for the parties to the case;
- 8 c. Attorneys, paralegals, secretaries and other personnel employed
9 or retained by or working under the supervision of counsel of
10 record described in subparagraph 7(b) who are assisting in this
11 action;
- 12 d. Outside consultants, technical advisors and expert witnesses
13 (whether designated as trial witnesses or not) employed or
14 retained by the parties or counsel;
- 15 e. Any other person or entity as to whom counsel for the producer
16 or provider of the confidential information agreed in writing, or
17 whom the Court directs, shall have access to such information,
18 provided that the person signs a document in the form of
19 Exhibit A attached hereto, stating that he or she has read and
20 understands this Order and agrees to be bound by its terms,
21 before seeing CONFIDENTIAL documents.
- 22 f. The Court or Court personnel under seal.

23 8. CONFIDENTIAL documents may be disclosed to persons described
24 in subparagraph 7(d) of this Order ("a 7(d) person") only for evaluation, testing,
25 testimony, preparation for trial or other services related to this litigation. A 7(d)
26 person must sign a document in the form of Exhibit A attached hereto, stating that
27 he or she has read and understands this Order and agrees to be bound by its terms,

1 before seeing CONFIDENTIAL documents. Counsel of record for the party on
2 whose behalf the outside consultant, technical advisor or expert witness has been
3 employed or retained shall maintain the original Exhibit A.

4 9. CONFIDENTIAL material subject to this Order shall not be used for
5 any purpose other than the preparation and trial of this action according to the
6 provisions of this Order.

7 10. Nothing contained in this Order shall preclude GC SERVICES
8 LIMITED PARTNERSHIP from using its own CONFIDENTIAL material in any
9 manner it sees fit, or from revealing such CONFIDENTIAL material to whomever
10 it chooses, without prior consent of any other party or of this Court.

11 11. The Parties cannot use, file or disclose any CONFIDENTIAL material
12 in any pretrial court proceeding that is open to persons not authorized to have
13 access to such CONFIDENTIAL material under the terms of this Order. In the
14 event that a party wishes to use any CONFIDENTIAL material in any pretrial
15 court proceeding, affidavit, brief, memorandum of law, or other papers filed in
16 Court in this litigation, such CONFIDENTIAL material used therein shall be filed
17 under seal with the Court.

18 12. Upon request of the producing party and within sixty (60) days after
19 the final disposition of all aspects of this case by settlement, judgment, or
20 expiration of time to appeal, all documents designated CONFIDENTIAL,
21 including any reproductions of such documents, must be destroyed or returned to
22 the producing party or its counsel. At the producing party's request, if the
23 documents are destroyed, the party who has destroyed the documents must furnish
24 an affidavit attesting to same.

25 IT IS SO ORDERED:
26
27 Date: _____
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Judge Victor B. Kenton

EXHIBIT A

2 1. I, _____, residing at _____
3 _____, have read the foregoing Protective Order (the
4 "Order") in the case captioned **JAMES FRANCIS HENRY v. GC SERVICES**
5 **LIMITED PARTNERSHIP**, Case No. CV 11-05964 GHK (VBKx) (the "action").
6 I agree to be bound by its terms with respect to any documents designated as
7 "Confidential" thereunder that are furnished to me as set forth in the Order.

8 2. I further agree: (a) not to disclose to anyone any documents, or any
9 information contained in documents, designated as "Confidential" other than as set
10 forth in the Order; and (b) not to make any copies of any documents designated as
11 "Confidential" except in accordance with the Order.

12 3. I hereby consent to the jurisdiction of the United States District Court
13 for the Central District of California with regard to any proceedings to enforce the
14 terms of the Order against me.

15 4. I hereby agree that any documents designated as "Confidential" that
16 are furnished to me will be used by me only for the purposes of the action, and for
17 no other purpose, and will not be used by me in any business affairs of my
18 employer or of my own; nor will the information contained therein be shared or
19 otherwise imparted by me to any other person. At the conclusion of the action, I
20 agree that all documents designated CONFIDENTIAL in my possession or control,
21 including any reproductions of such documents, must be destroyed or returned to
22 the producing party or its counsel. If I destroy the documents, I understand that I
23 may be required to furnish an affidavit attesting to that fact.

24 DATE: _____

PRINT NAME: _____

26 SIGNATURE

PROOF OF SERVICE

STATE OF CALIFORNIA- COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 11601 Wilshire Blvd., Suite 800, Los Angeles, CA 90025.

On April 11, 2012, I served the foregoing documents described as: **[PROPOSED] ORDER RE: STIPULATION FOR AGREED PROTECTIVE ORDER**, on the following attorney(s) of record and/or interested parties in this action, by placing a true and correct copy(ies) thereof enclosed in sealed envelope(S), addressed as follows, by the following means:

Amy L. Bennecoff, Esq.
Dawn Grob, Paralegal
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002
215-540-8888 x 133
877-788-2864 Fax
abennecoff@creditlaw.com
dgrob@creditlaw.com

(BY MAIL): I deposited such envelope in the mail at Los Angeles, California with postage fully prepaid. I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be placed for collection and mailing, and deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

(VIA OVERNIGHT MAIL): I deposit such envelope to be placed for collection and handling via UPS following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for UPS. On the same day that material is placed for collection, it is picked by UPS at Los Angeles, California.

(BY CM/ECF SERVICE): I caused such document(s) to be delivered electronically via CM/ECF as noted herein.

Executed on April 11, 2012, at Los Angeles, California.

(FEDERAL): I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct

MELANIE DAVIS